

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11
:
Old Carco LLC (f/k/a Chrysler LLC), *et al.*,¹ : Case No. 09-50002 (AJG)
:
Debtors. : (Jointly Administered)
:
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**NOTICE OF (I) ASSUMPTION BY DEBTORS AND ASSIGNMENT
TO PURCHASER OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES AND (II) CURE COSTS RELATED THERETO**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On May 3, 2009, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed a motion (the “Sale Motion”)² with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) seeking, among other things, (a) authority to sell substantially all of the Debtors’ assets free and clear of all liens, claims and encumbrances; (b) approval of certain procedures (the “Bidding Procedures”) for the solicitation of bids with respect to the Sale Transaction (as defined in the Bidding Procedures); (c) authority to assume and assign certain executory contracts and unexpired leases in connection with the Sale Transaction; (d) approval of that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America to be executed at the closing of the Sale Transaction and (e) scheduling of a final hearing with the Bankruptcy Court for approval of the Sale Transaction. On May 31, 2009, the Bankruptcy Court granted the Sale Motion. The Sale Transaction closed on June 10, 2009.

2. Old Carco LLC, formerly Chrysler LLC, and its Debtor subsidiaries; Fiat S.p.A (“Fiat”); and Chrysler Group LLC, formerly New CarCo Acquisition LLC, a Delaware limited liability company formed by Fiat (the “Purchaser”), have entered into a Master Transaction Agreement, as amended, dated as of April 30, 2009 (the “Purchase Agreement”), which, together with certain ancillary agreements, contemplates a set of related transactions for the sale of substantially all of the Debtors’ tangible, intangible and operating assets, defined as

¹ A second amended list of the Debtors, their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at www.chryslerrestructuring.com.

² Copies of the Sale Motion and the Purchase Agreement (without certain commercially sensitive attachments) may be obtained by accessing the website established by the Debtors’ claims and noticing agent, Epiq Bankruptcy Solutions, LLC at www.chryslerrestructuring.com.

“Purchased Assets” in Section 2.06 of the Purchase Agreement, including the Designated Agreements (as defined below), the assets related to the research, design, manufacturing, production, assembly and distribution of passenger cars, trucks and other vehicles (including prototypes) under brand names that include Chrysler, Jeep® and Dodge (the “CarCo Business”), certain of the facilities related thereto and all rights including intellectual property rights, trade secrets, customer lists, domain names, books and records, software and other assets used in or necessary to the operation of the CarCo Business or related thereto (collectively, as defined in the Purchase Agreement, the “Purchased Assets”) to the Purchaser.

3. By notices dated May 15, June 18, July 24 and July 29, 2009 (each, an “Assignment Notice”), the Debtors informed certain non-Debtor counterparties to Designated Agreements (as defined below) (each, a “Non-Debtor Counterparty”) of their intent to assume and assign to the Purchaser certain executory contracts and/or unexpired leases. Each Assignment Notice contained an exhibit or annex identifying certain executory contracts and/or unexpired leases that the Debtors intended to assume and assign to the Purchaser (collectively, the “Designated Agreements” and each, a “Designated Agreement”), pursuant to section 365 of title 11 of the United States Code (the “Bankruptcy Code”). The exhibit or annex attached to the Assignment Notice also listed the amounts that the Debtors believed must be paid to cure all prepetition defaults under the Designated Agreements as of April 30, 2009, in accordance with section 365(b) of the Bankruptcy Code; provided, however, that such amount that must be paid to cure all prepetition defaults has, in some instances, been agreed in a writing signed by Debtor and the Non-Debtor Counterparty to be either higher or lower than the amount indicated in the Assignment Notice (such writing, a “Cure Agreement”, and such amounts, as modified by any Cure Agreement, the “Cure Costs”).

4. The Assignment Notice stated that objections, if any, to the proposed assumption and assignment of the Designated Agreements, including, but not limited to, objections related to adequate assurance of future performance, or objections relating to whether applicable law excuses the Non-Debtor Counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code, or objections to the proposed Cure Costs (each such objection, a “Section 365 Objection”), must be made in writing and filed with the Bankruptcy Court so as to be received no later than ten days after the date of the Assignment Notice (the “Section 365 Objection Deadline”) by the Bankruptcy Court and other specifically identified parties. The Assignment Notice also stated that unless a Section 365 Objection was filed and served before the Section 365 Objection Deadline, all parties would be deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements, and any non-objecting party would be forever barred from objecting to the Cure Costs or to assumption and assignment and from asserting any additional cure or other amounts against the Debtors, their estates or the Purchaser. Furthermore, the Assignment Notice stated that if the Non-Debtor Counterparty to a Designated Agreement failed to timely assert a Section 365 Objection, such Designated Agreement would be deemed to be assumed by the Debtors and assigned to the Purchaser and the proposed Cure Cost related to such Designated Agreement would be established and approved in all respects. Notwithstanding anything to the contrary in this notice, to the extent the Section 365 Objection Deadline has not passed for any Designated Agreement (including, but not limited to, cases where such deadline has been extended by written agreement of the Debtors and the Non-Debtor Counterparty), until the Section 365 Objection Deadline has passed, the Non-Debtor Counterparty to such Designated

Agreement is not deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements and the proposed Cure Cost related to such Designated Agreement will not be established and approved in all respects. In addition, and for the avoidance of doubt, to the extent a Non-Debtor Counterparty has made a timely filed Section 365 Objection to the Cure Costs or the accuracy of the information provided in the Assignment Notice pending on the date hereof, such objection is preserved pending resolution by Cure Agreement or order of the Court.

5. The Designated Agreements identified in Exhibits A through E hereto (as modified by the Addenda thereto) (the “Exhibits”) are hereby assumed by the Debtors and assigned to the Purchaser, and the Cure Costs listed in the Exhibits related to such Designated Agreements are established and approved in all respects, subject only to the conditions set forth in paragraph 6 hereof. The Cure Costs listed in the Exhibits may reflect Cure Costs agreed to in the Cure Agreements, as applicable. Such Designated Agreements are hereby deemed to be Confirmed Agreements as that term is defined in the Assignment Notice.

6. If the Cure Costs related to a Designated Agreement are established by the Court or a Cure Agreement in an amount different than the amount specified in the Exhibits, such Designated Agreement shall remain a Confirmed Agreement and each of the Non-Debtor Counterparty and, so long as the Non-Debtor Counterparty is performing under the Confirmed Agreement, the Purchaser shall be bound by the established Cure Costs. The Cure Costs established by the Court or a Cure Agreement shall govern such Confirmed Agreement without the need to amend the Exhibits hereto.

7. Subject to the conditions set forth herein, having been assumed and assigned as a Confirmed Agreement, a Designated Agreement is not subject to rejection under section 365 of the Bankruptcy Code.

8. Except as may have otherwise been agreed to in a Cure Agreement, the defaults under the Designated Agreements that must be cured in accordance with section 365(b) of the Bankruptcy Code shall be cured as follows: the Purchaser shall pay the Cure Costs relating to an assumed executory contract or unexpired lease as soon as practicable (and in any event not later than ten days after the date hereof), provided, however, that Purchaser shall pay Disputed Cure Costs (as defined in the Bidding Procedures) as soon as practicable following (and in any event not later than 10 days after) the date the amount thereof is finally determined. Such Cure Cost shall be reduced by the aggregate amount of any payments made to the Non-Debtor Counterparty by the Debtors pursuant to any order of the Bankruptcy Court authorizing the payment of prepetition claims against the Debtors.

9. The assumption and assignment of any Designated Agreement is without prejudice to Purchaser's right not to confirm any other Designated Agreement in the future, whether or not related or similar to a Designated Agreement that is assumed and assigned by this notice.

Dated: August 6, 2009
New York, New York

Respectfully submitted,

/s/ Andrew G. Dietderich

Andrew G. Dietderich

Hydee R. Feldstein

Sullivan & Cromwell LLP

125 Broad Street

New York, New York 10004

Telephone: (212) 558-4000

Facsimile: (212) 558-3588

ATTORNEYS FOR
CHRYSLER GROUP LLC

Exhibit A

[Schedule of Certain Confirmed Agreements and Cure Costs Related Thereto]

COUNTERPARTY NAME AND ADDRESS	ADDITIONAL NOTICE PARTY AND ADDRESS	DESCRIPTION OF AGREEMENT	CURE AMOUNT
UNION ELECTRIC COMPANY DBA AMERENUE ONE AMEREN PLAZA RISK MANAGEMENT (MC 1050) 1901 CHOUTEAU AVE., PO BOX 66149 ST LOUIS, MO 63166-6149		RECOVERED PAINT SOLIDS TO ENERGY AGREEMENT CONTRACT DATE: 1/5/2009	\$0.00
GLOBAL HUMAN BODY MODELS CONSORTIUM, LLC BUCCIERO & ASSOCIATES 1050 WILSHIRE DRIVE, STE 115 TROY, MI 48084	THE CORPORATION COMPANY 30600 TELEGRAPH ROAD BINGHAM FARMS, MICHIGAN 48025	STANDARD MEMBERSHIP AGREEMENT CONTRACT DATE: 4/7/2006	\$0.00

COUNTERPARTY NAME AND ADDRESS	ADDITIONAL NOTICE PARTY AND ADDRESS	DESCRIPTION OF AGREEMENT	CURE AMOUNT
FORD MOTOR COMPANY ATTN: GENERAL COUNSEL ONE AMERICAN RD DEARBORN, MI 48126-2798		GLOBAL HUMAN BODY MODELS CONSORTIUM AGREEMENT CONTRACT DATE: 11/3/2005	\$0.00
GENERAL MOTORS COMPANY ATTN: EXEC. DIR STRUCTURE & SAFETY INTEGRATION 30200 MOUND RD, MAIL CODE 480-111-N65 WARREN, MI 48090-9055	GENERAL MOTORS CORPORATION GENERAL COUNSEL 300 RENAISSANCE CENTER DETROIT, MICHIGAN 48265		
HONDA R&D CO., LTD ATTN: GENERAL MGR/TOCHIGI R&D CENTER 4630 SHIMOTAKANEZAWA, HAGA-MACHI, HAGA- GUN TOCHIGI, MO 321-3383 JAPAN	HONDA R&D AMERICAS, INC. MANAGER/LEGAL DEPARTMENT 21001 STATE ROUTE 739 RAYMOND, OHIO 43067-9705		
HYUNDAI MOTOR COMPANY ATTN: GENERAL MANAGER, VEHICLE CAE TEAM 772-1, JANGDUK-DONG, HWASEONG-SI GYEONGGI-DO 445-706 KOREA	HYUNDAI/KIA AMERICA TECHNICAL CENTER, INC. ATTN: CORPORATE COUNSEL 6800 GEDDES ROAD SUPERIOR TOWNSHIP, MICHIGAN 48198		
NISSAN MOTOR CO., LTD. ATTN: GENERAL MANAGER, NISSAN RESEARCH CENTER TECHNOLOGY RESEARCH LABORATORY NO. 4 1 NATSUSHIMA-CHO, YOKOSUKA-SHI KANAGAWA 237-8523 JAPAN	NISSAN MOTOR CO., LTD. ATTN: GENERAL MANAGER INTELLECTUAL PROPERTY DEPT 17-1, GINZA 6-CHOME, CHUO-KU TOKYO, 104-8023, JAPAN		
PEUGEOT CITROEN AUTOMOBILES 2 ROUTE DE GIZY VELIZY-VILLACOUBLAY FRANCE	PEUGEOT CITROEN AUTOMOBILES 132 RUE DES SUISSES 92000 NANTERRE, FRANCE		
RENAULT S.A.S. LABORATORIED/ACCIDENTOLOGIE ET DE BIOMECHANIQUE (LAB) 132 RUE DES SUISSES NANTERRE 92000 FRANCE	RENAULT S.A.S. SERVICE 00267 INTELLECTUAL PROPERTY DEPARTMENT API: TCR GRA 2 36 1 AVENUE DU GOLF 78288 GUYANCOURT FRANCE		
	RENAULT S.A.S. SERVICE 00263 CORPORATE LAW DEPARTMENT API: QLG B15 6 40 13/15 QUAI LE GALLO 92100 BOULOGNE-BILLANCOURT FRANCE		
TK HOLDINGS, INC. ATTN: RESEARCH & DEVELOPMENT DIVISION - CAE DEPT 2500 TAKATA DRIVE AUBURN HILLS, MI 48326	TK HOLDINGS, INC. ATTN: CORPORATE LAW DEPT 629 GREEN VALLEY ROAD, SUITE 300 GREENSBORO, NC 27408		

COUNTERPARTY NAME AND ADDRESS	ADDITIONAL NOTICE PARTY AND ADDRESS	DESCRIPTION OF AGREEMENT	CURE AMOUNT
TOYOTA MOTOR CORPORATION ATTN: GENERAL MANAGER, ADVANCED CAE DIVISION 1, TOYOTA-CHO TOYOTA CITY AICHI 471-8572 JAPAN	TOYOTA MOTOR CORPORATION ATTN: GENERAL MANAGER, INTL LEGAL AFFAIRS DEPT 1, TOYOTA-CHO, TOYOTA CITY AICHI, 471-8572, JAPAN	GLOBAL HUMAN BODY MODELS CONSORTIUM AGREEMENT CONTRACT DATE: 11/1/2005	\$0.00
TRW VEHICLE SAFETY SYSTEMS, INC. ATTN: VP, ENGINEERING 4505 WEST 26 MILE RD WASHINGTON, MI 48094	TRW AUTOMOTIVE INC. ATTN: EXECUTIVE VP & GEN. COUNSEL 12001 TECH CENTER DRIVE LIVONIA, MICHIGAN 48150		
TESLA MOTORS, INC. 1050 BING STREET SAN CARLOS, CA 94070	TESLA MOTORS, INC. ATTENTION: CRAIG W. HARDING 1050 BING STREET SAN CARLOS, CALIFORNIA 94070	ZEV CREDITS AGREEMENT CONTRACT DATE: 3/26/2008	\$0.00
THE DETROIT EDISON COMPANY ATTN: ANDREW S. DOBRZANSKI ONE BELANGER PARK DRIVE RIVER ROUGE, MI 48226		AGREEMENT CONTRACT DATE: 2/27/2009	\$0.00
GEMS MOTORSPORTS, LP ATTN: MR. RICHARD D. RUSSELL 320 AVIATION DR STATESVILLE, NC 28677	ROBINSON, BRADSHAW & HINSON, P.A. ATTN: STOKELY G. CALDWELL, JR. 101 NORTH TRYON STREET, STE 1900 CHARLOTTE, NC 28246	MOTORSPORT RACING SPONSORSHIP AGREEMENT CONTRACT DATE: 1/1/2008	\$0.00
PETTY ENTERPRISES LLC ATTN: WILLIAM C. SCOTT 311 BRANSON MILL RD RANDLEMAN, NC 27317		MOTORSPORT RACING SPONSORSHIP AGREEMENT CONTRACT DATE: 1/1/2007	\$0.00

ADDENDUM

The executory contracts and unexpired leases identified in Exhibit A hereto are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.³

Subject to the terms of the accompanying notice, the Purchaser is hereby confirming the agreements identified on Exhibit A for assumption and assignment. Unless otherwise stated in Exhibit A or an applicable Cure Agreement, Designated Agreements include all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the Cure Costs for each particular Designated Agreement. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

³ Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

Exhibit B

[Schedule of Certain Confirmed Supplier Agreements and Cure Costs Related Thereto]

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
A & S INDUSTRIAL COATING CO INC	23800 AMBER P O BOX 1045 WARREN, MI 48090-1045	42897	\$2,500.00
INDUSTRIAL LEASING	1825 MONROE AVE NW GRAND RAPIDS, MI 49505	60991	\$10,673.00
INDUSTRIAL TOOL	6818 WALES ROAD NORTHWOOD, OH 43619	52695	\$3,995.33
JG WELDING AND MAINTENANCE	21803 MOUND ROAD WARREN, MI 48091	39172	\$21,130.00
KRH ENGINEERING	170 EASTON DR SOUTH LYON, MI 48178	58517	\$59,178.07
VECTOR FORM	3905 ROCHESTER ROAD ROYAL OAK, MI 48073	62556	\$58,700.00
WINDSOR FACTORY	26480 NORTHLINE TAYLOR, MI 48180	96980	\$2,184.95

ADDENDUM

The executory contracts and unexpired leases identified in Exhibit B hereto are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.⁴

Consistent with the Bidding Procedures, the Designated Agreements are not listed on an agreement-by-agreement basis. Subject to the terms of the accompanying notice, the Purchaser is hereby confirming all of the agreements with the parties identified on Exhibit B relating to the supply of goods and services to the Debtors for assumption and assignment, except as otherwise expressly provided herein. If certain agreements are identified at the end of Exhibit B as excluded from the list of Designated Agreements (the “Excluded Agreements”), those Excluded Agreements are not hereby assumed and assigned. Unless otherwise stated in Exhibit B or an applicable Cure Agreement, Designated Agreements include all contracts, purchase orders or similar agreements providing for the sale or provision of goods or services to the Debtors, and all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Agreements with a Non-Debtor Counterparty. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

⁴ Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

Exhibit C

[Schedule of Certain Confirmed Supplier Agreements and Cure Costs Related Thereto]

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
EMC CORPORATION	35 PARKWOOD DRIVE HOPKINTON, MA 01748	45649	\$62,098.62
SPINNEYBECK	425 CROSSPOINT PKWY SUITE 100 GETZVILLE, NY 14068	87760	\$11,965.00
STANDARD REGISTER	3331 W BIG BEAVER ROAD SUITE 315 TROY, MI 48084	82751	\$10,943.10
WESCO DISTRIBUTION INC	224 W STATION SQUARE DR SUITE 700 PITTSBURGH, PA 15219-1122	23318	\$4,158.00

ADDENDUM

The executory contracts and unexpired leases identified in Exhibit C hereto are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.⁵

Consistent with the Bidding Procedures, the Designated Agreements are not listed on an agreement-by-agreement basis. Subject to the terms of the accompanying notice, the Purchaser is hereby confirming all of the agreements with the parties identified on Exhibit C relating to the supply of goods and services to the Debtors for assumption and assignment, except as otherwise expressly provided herein. If certain agreements are identified at the end of Exhibit C as excluded from the list of Designated Agreements (the “Excluded Agreements”), those Excluded Agreements are not hereby assumed and assigned. Unless otherwise stated in Exhibit C or an applicable Cure Agreement, Designated Agreements include all contracts, purchase orders or similar agreements providing for the sale or provision of goods or services to the Debtors, and all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Agreements with a Non-Debtor Counterparty. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

⁵ Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

Exhibit D

[Schedule of Certain Confirmed Supplier Agreements and Cure Costs Related Thereto]

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
ANCHOR LAMINA	2590 OUELLETTE AVENUE WINDSOR, ON N8X1L7 CANADA	15024	\$313,709.77
BTE	7455L NEW RIDGE ROAD HANOVER, MD 21076	55212	\$2,577.00
DATA 2 LOGISITCS	405 WALL STREET PRINCETON, NJ 08540	48678	\$245,646.82
DATAMATICS	31557 SCHOOLCRAFT ROAD SUITE 100 LIVONIA, MI 48150	32974	\$75,262.42
DESIGN METAL	10841 CAPITAL OAK PARK, MI 48237-3103	69063	\$35,438.00
ELMHIRST	7630 19 MILE RD STERLING HGTS, MI 48314	50976	\$90,643.00
ENVIRONMENTAL TESTING CORPORATION	2022 HELENA STREET AURORA, CO 80011-4616	27253	\$363,077.07
EXPERI-METAL	6345 WALL STREET STERLING HEIGHTS MI 48312	35627	\$75,325.00
GST AUTO	215 LEXINGTON AVENUE NEW YORK, NY 10016-6023	52057	\$2,400.00
HUMANCENTRIC TECHNOLOGOIES	200 MACKENAN DR CARY, NC 27511	61831	\$42,877.43
INNERGONENGINEERING CORP	360 E MAPLE RD SUITE R TROY, MI 48083	58419	\$27,625.00
MHS INC	1602 STAR BATT DRIVE ROCHESTER HILLS, MI 48309	48014	\$70,146.85
MHSI INTERNATIONAL INC	1602 STAR BATT DR ROCHESTER HILLS, MI 48309	58721	\$20,247.50
MSX INTERNATIONAL	1950 CONCEPT DR WARREN, MI 48091	23867	\$0.00
MSX INTL - INTEGRATED SOLUTIONS	MSX INTERNATIONAL 1950 CONCEPT DR WARREN, MI 48091	51339	\$0.00
PR NEWswire	150 E 58TH STREET 31ST FLOOR NEW YORK, NY 10155-0035	91101	\$48,563.05
RITE-HITE CORPORATION-US	8900 NORTH ARBON DRIVE MILWAUKEE, WI 53273-0043	80263	\$949.00
ROBINSON SERVICES	3120 SOVEREIGN DR LANSING, MI 48911	57131	\$122,562.73
SAVIER	IWKA A G GARTENSTRASSE 71 76125 KARLSRUHE GERMANY	82102	\$93,256.90
SDL INTERNATIONAL	1801 MC GILL COLLEGE AVE STE 1450 MONTREAL, QC H3A2N4 CANADA	79019	\$19,259.32
TARUS PRODUCTS INC	38100 COMMERCE DRIVE STERLING HEIGHTS, MI 48312-1006	31036	\$0.00
TD INDUSTRIAL COVERINGS	6220 18 1/2 MILE ROAD STERLING HEIGHTS, MI 48314	24301	\$119,593.00
THYSSENKRUPP ELEVATOR	THYSSEN KRUPP AG 2573 S ROCHESTER ROAD BOX 1600 ROCHESTER, MI 48308-1600	46115	\$967.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
THYSSENKRUPP ELEVATOR	THYSSEN KRUPP AG 2573 S ROCHESTER ROAD BOX 1600 ROCHESTER, MI 48308-1600	31607	\$600.00
THYSSENKRUPP SYS ENGINEERING INC	THYSSEN KRUPP AG 2573 S ROCHESTER ROAD BOX 1600 ROCHESTER, MI 48308-1600	42253	\$576,818.90
THYSSENKRUPP SYS ENGINEERING INC	THYSSEN KRUPP AG 2573 S ROCHESTER ROAD BOX 1600 ROCHESTER, MI 48308-1600	74900	\$21,152.00

ADDENDUM

The executory contracts and unexpired leases identified in Exhibit D hereto are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.⁶

Consistent with the Bidding Procedures, the Designated Agreements are not listed on an agreement-by-agreement basis. Subject to the terms of the accompanying notice, the Purchaser is hereby confirming all of the agreements with the parties identified on Exhibit D relating to the supply of goods and services to the Debtors for assumption and assignment, except as otherwise expressly provided herein. If certain agreements are identified at the end of Exhibit D as excluded from the list of Designated Agreements (the “Excluded Agreements”), those Excluded Agreements are not hereby assumed and assigned. Unless otherwise stated in Exhibit D or an applicable Cure Agreement, Designated Agreements include all contracts, purchase orders or similar agreements providing for the sale or provision of goods or services to the Debtors, and all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Agreements with a Non-Debtor Counterparty. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

⁶ Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

Exhibit E

[Schedule of Certain Confirmed Supplier Agreements and Cure Costs Related Thereto]

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
HITACHI AUTOMOTIVE PRODUCTS (USA), INC.	17225 FEDERAL DRIVE, SUITE 100 ALLEN PARK, MI 48101	84914/55553	\$2,995,368.88

ADDENDUM

The Purchaser filed a schedule of certain confirmed supplier agreements and cure costs related thereto, as Exhibit A to Docket Number 4033, with respect to the Confirmed Agreements listed on Exhibit E hereto. The Non-Debtor Counterparty and Purchaser have subsequently agreed to amend and restate the Confirmation Schedule with respect to the Confirmed Agreements listed on this Exhibit E to reflect an agreement between the parties.

The executory contracts and unexpired leases identified in Exhibit E hereto are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.⁷

Consistent with the Bidding Procedures, the Designated Agreements are not listed on an agreement-by-agreement basis. Subject to the terms of the accompanying notice, the Purchaser is hereby confirming all of the agreements with the parties identified on Exhibit E relating to the supply of goods and services to the Debtors for assumption and assignment, except as otherwise expressly provided herein. If certain agreements are identified at the end of Exhibit E as excluded from the list of Designated Agreements (the “Excluded Agreements”), those Excluded Agreements are not hereby assumed and assigned. Unless otherwise stated in Exhibit E or an applicable Cure Agreement, Designated Agreements include all contracts, purchase orders or similar agreements providing for the sale or provision of goods or services to the Debtors, and all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Agreements with a Non-Debtor Counterparty. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

⁷ Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.